

AGREEMENT

CHIEF JUDGE-SIXTEENTH JUDICIAL CIRCUIT
COURT SERVICES

AND

GENERAL CHAUFFEURS, SALES DRIVERS AND
HELPERS LOCAL UNION NO. 330



EFFECTIVE DECEMBER 1, 2020 THROUGH NOVEMBER 30, 2022

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AGREEMENT

This Agreement is made and entered into, by and between the Chief Judge - Sixteenth Judicial Circuit, Court Services (hereinafter referred to as the "Employer"), and the General Chauffeurs, Sales Drivers, and Helpers, Local Union No. 330 (hereinafter referred to as the "Union") and their successors and assigns on behalf of employees in the collective bargaining unit set forth in Article I hereof.

ARTICLE 1

PURPOSE

WHEREAS, it is the intent and purpose of the parties hereto to set forth the agreement between them for the term hereof concerning rates of pay, wages, hours of employment and other working conditions to be observed by them and the employees covered hereby and to establish an equitable and peaceful procedure for the resolution of differences; and

WHEREAS, the parties recognize the constitutional, statutory, and inherent powers of the Judicial Branch of government and agree that no provision of this Agreement may be interpreted or enforced in such a manner as to interfere with the constitutional, statutory and inherent powers of the Judicial Branch; and

WHEREAS, the parties recognize the central role of the Employer in assuring compliance with the laws, the Constitution of the State of Illinois, and the United States Constitution; and

WHEREAS, the parties recognize the vital and necessary role of the employees in carrying out the day-to-day work of the judicial system; and

WHEREAS, the parties recognize that the users of the Court Services demand and have a constitutional right to the prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of common law, statutory, civil, and constitutional rights;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE 2

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for purposes of collective bargaining, pursuant to the "Illinois Public Employees Labor Relations Act," as amended, 5 ILCS 315/1 et seq. (hereinafter referred to as the "Labor Act") over wages, hours, and other terms and conditions of employment for the following Court Services Employee classifications.

- Administrative/Warrant Officers
- CRS Officers
- Conditional Discharge Officers
- Domestic Violence Officers
- Problem Solving Court Officers
- Field Hybrid Officers
- Hybrid Officers
- Presentence Officers
- Pretrial Officers
- Probation Officer/Adult
- Probation Officer/Juvenile
- Sex Offender Officers
- Specialized Probation Services Officers
- Youth Counselors

Expressly excluded from the aforesaid bargaining unit are food services employees, no more than three (3) part-time positions within the 16th Judicial Circuit that do not displace any full time bargaining unit employees, seasonal, part-time employees operating under a grant program, office clericals, supervisory, confidential, and management classifications and employees as defined by the Labor Act.

Full time staff hired under a grant that Kane County Court Services is awarded will be considered Union Members. These staff will be subjected to layoff upon the termination or lapse of the grant funds. The staff will be on a probationary period during their first nine (9) consecutive months of employment with Court Services and have no right to use the grievance procedure in the event of discharge during such probationary period. During such probationary period they may use the grievance procedure through Step

four (4) only for reasons other than discharge. Due to the temporary nature of these positions, the staff will not have the same seniority expectation as other probation officers, but will be placed on a separate seniority list for layoffs and recall purposes. However, in the event that any full time employee(s) hired under a grant are retained by the Circuit Court, as a regular employee, such employee(s) shall be dovetailed into the regular Bargaining Unit seniority list in accordance with their original date of hire.

The Employer shall not negotiate nor make collective bargaining agreements during the life of this Agreement with any individual employee(s) in the bargaining unit.

ARTICLE 3

NEW CLASSIFICATIONS

If any new position classification is created by the Employer, the Union will be immediately notified. The Employer shall set the proper salary for the classification.

The Employer shall determine the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of the other position classifications in the Employer's work force;
- (b) Significant differences in working conditions to comparable position classifications.

If the Union does not agree with the determination of the proposed salary grade the Employer establishes under this paragraph, then the Union shall within ten (10) days request a meeting with the Employer to discuss the Employer's action. The Employer shall thereafter meet with the Union and render a decision within twenty (20) calendar days. In any event, any such new classification shall become a part of the bargaining unit if such work or a significant portion thereof was previously performed by bargaining unit employees.

ARTICLE 4

MANAGEMENT RIGHTS

Except as amended, changed, or modified by a provision of the Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court, the Chief Judge and his/her agents retain all the management rights and prerogatives they had prior to signing this Agreement either by law, custom, practice, usage, or precedent, to manage and control the judicial system. Such rights and prerogatives include, but are not limited to the following:

- a) To plan, direct, control, manage, determine, and set standards for all functions, operations and services of the Judiciary;
- b) To establish the qualifications for employment and to employ employees;
- c) To determine and establish reasonable rules of conduct and work rules;
- d) To determine and establish work schedules and assignments;
- e) To hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign employees to positions and to create modify and eliminate positions within the Judiciary;
- f) To take disciplinary actions against non-probationary employees for just cause;
- g) To determine the hours of work and shifts per workweek;
- h) To establish reasonable work and productivity standards and to amend such standards;
- i) To lay off employees because of lack of work or funds or other legitimate reasons; or to change or eliminate methods, equipment, and facilities for the improvement of operations;
- j) To determine the size and composition of the work force;
- k) To determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- l) To contract out for goods and/or services;

- m) To take whatever action is necessary to comply with state and federal law;
- n) To maintain the efficiency of Judiciary operations and services;
- o) To take whatever action is necessary to carry out the functions of the Judiciary in emergency situations; and
- p) To set its overall budget.

The parties agree that this Agreement has been entered into with the intent that its provisions should be interpreted so as to fully respect the constitutional authority and duties of the Judiciary, including, for example, the power to administer and supervise the administration of the Courts.

ARTICLE 5

NON-DISCRIMINATION

Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees and develop and apply equal employment practices.

Prohibition Against Discrimination

The Employer agrees to abide by all Federal and State laws prohibiting discrimination.

Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become members of the Union and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE 6

UNION SECURITY

Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

Check-off

Kane County Court Services agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and/or periodic, uniform assessments of the Local Union and agrees to remit same on a monthly basis to the Union along with a statement of such deduction. When a new employee is hired, Kane County Court Services shall notify the Union Stewards on the same email notification sent to management personnel. The Employer will make good faith efforts to notify the Union office of the hiring of new employees within two (2) working days following the date of hire, but not later than five (5) working days following the date of hire, and will provide to the Union office all relevant information including name, address, social security number, and phone number. When a new employee is hired, Kane County Court Services shall also provide a Union Membership application/check-off authorization form to such employee with instructions to fill out the application form and return it to the Employer who will then forward the application/checkoff authorization form to the Union office via U.S. Mail within 5 working days. Where laws require written authorization by the employee, same is to be furnished on the required form. No deductions shall be made which are prohibited by applicable law.

The parties agree to abide by the Illinois Public Labor Relations Act as well as all federal and state laws.

ARTICLE 7

VISITATION AND BULLETIN BOARDS

Union Access with Notification

A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement. However, due to issues of confidentiality and security to the public which must be maintained at the facilities where employees work, the Union representative must notify the Employer at least one (1) hour in advance of the desire for access. Furthermore, when the Union representative enters a Court Services Office for this purpose, he shall first advise the Supervisor of the office or his designee, prior to contacting other employees. Such visits shall not unreasonably interfere with the operation of the Employer. Notwithstanding the foregoing, an employee who may be subject to disciplinary action for any impropriety has the right to ask for a union representative to be present at any interrogation or hearing. However, the Employer shall not have to defer or avoid its intended disciplinary action because of the unavailability of an employee representative, taking all the circumstances into account.

Bulletin Boards

The Employer shall provide a bulletin board in each office which shall be used for the purpose of posting proper Union notices. Such bulletin boards shall be placed conspicuously and at places readily accessible to workers in the course of employment.

ARTICLE 8

SENIORITY

Definitions

- a) "County Seniority" means the length of continuous employment since the original date of hire with Kane County.

- b) "Departmental Seniority" means the length of continuous employment since the original date of employment with the Court Services Department and/or in a classification as an employee of the Chief Judge.
- c) "Unit/Classification Seniority" means the length of continuous employment since the most recent entry into a specific Unit/Classification within the Court Services Department identified in Article 2 of this Agreement. (For purposes of the Agreement, the titles identified in Article 2 of this Agreement constitute both Units and Classification.)
- d) "Office Seniority" means the length of continuous service since the most recent date of entry into one of the four specific Court Services Department offices, which are currently Tri Cities Probation, Elgin Probation, Aurora Probation, and the Juvenile Justice Center.

Application of Seniority

- a) County Seniority shall apply for purposes of this Agreement, only for vacation accrual. (Nothing in this Agreement, however, should be construed as limiting or restricting employees from enjoying any other benefit or privilege provided by the County based on County Seniority.) In the event an employee is transferred from another County department to the Court Services Department he/she enters the Court Services Department as an employee with the least Departmental Seniority, however, the transferred employee does not lose his/her County Seniority.
- b) Unit/Classification Seniority shall apply for Youth Counselors at the Juvenile Justice Center for purposes of selection of shifts.
- c) Office Seniority shall apply for purposes of selecting vacant office space in each Unit/Classification as determined by the Employer for a particular office. Flex schedule coverage shall also be based upon Office Seniority on a rotating basis.
- d) In cases of layoffs and recall, Departmental Seniority shall prevail unless a more senior employee lacks the necessary skill and ability to perform the work required in the job. Non-merit factors unrelated to work performance shall not be considered. If there are no qualified employees "to

recall," the Employer may fill the position by hiring new employees.

- e) Probation Officer(s) whose position have been eliminated will first be allowed to fill vacant Probation Officer positions. In the event there are no vacancies in the Probation Department, the affected Probation Officers will be allowed to bump the least senior Probation Officers based upon Departmental Seniority, and if there are no junior Probation officers, then the least senior employee at the Juvenile Justice Center based upon Departmental Seniority.

Probationary and Trial Periods

- a) Newly hired employees shall be considered probationary during the first nine (9) months of their employment with the Court Services Department and have no right to use the Grievance Procedure in the event of discharge.
- b) Employees who have been promoted or transferred to new positions in the Court Services Department shall serve a six (6) month probationary period in said new position. An employee promoted or transferred to a new position may request a return to his/her former position within forty-five (45) days of said promotion or transfer. Failure to make such a request within forty-five (45) days shall make the employee subject to said six (6) month probationary period. The Grievance Procedure shall be available to those employees who fail to satisfactorily complete their probationary period following a promotion or transfer to a new position within the bargaining unit.

Termination of Seniority

An employee's continuous service record shall be broken by voluntary resignation, discharge, retirement, layoff of more than one (1) year, and the failure to return upon recall from layoff (within 5 days of recall).

ARTICLE 9

INSURANCE

Kane County shall continue to maintain insurance eligibility and coverage consistent with the practices that apply to the county's other employees. For Plan years 2021, and 2022 of this Agreement, employees will contribute through payroll deductions for the health insurance plan chosen by the employee. Employees who elect to participate in any health insurance plan offered through the County of Kane are bound by the policies, guidelines and policy amounts defined within the respective plan chosen.

Effective April 1, 2014, Kane County insurance program, based on the employee selection of plan, shall be shared by the County and bargaining unit employees at the overall rate of eighty-three (83%) borne by the County and seventeen (17%) borne by the employee.

Should the County adopt plans or policies which affect employees' insurance benefits (including what is commonly referred to as a flexible benefit program), employees of Court Services shall have the option to participate in the same plans or programs in the same manner as other Kane County employees.

During the term of this Agreement should any other group of Kane County employees covered by the County Health Plan receive extra benefit or cost improvements, not to include the Highway Department, employees of Court Services who are in the bargaining unit will be provided with the same benefit or cost improvements.

ARTICLE 10

PENSIONS

During the term of this Agreement, covered employees shall continue to participate in the Illinois

Municipal Retirement Fund (IMRF), in accordance with and subject to the provisions of the statutes of the State of Illinois, as applicable or as may hereafter be amended.

ARTICLE 11

ASSOCIATION DUES

Except as already provided, the Employer will pay the dues of an employee to IPCSA if it can be established to the Employer's satisfaction that the employee has taken an active role in the association.

ARTICLE 12

QUALITY OF WORK LIFE

The parties recognize that the quality of an employee's work life is an important factor in the ongoing Employer/employee relationship, and that the existence of a Collective Bargaining agreement alone (while covering all of the terms and conditions of employment) will not adequately cover each and every situation that may arise over the course of the Agreement, and which may have a negative impact upon the parties' relationship.

Therefore, in order to promote better day-to-day labor and management relations, a mutually beneficial ongoing relationship, a more stable labor/management climate to discuss trends and concerns in the Court Services field, the parties agree to the formation of a "Quality of Work Life Committee" to function as an advisory body to the Employer and the Union on day-to-day matters of mutual interest that are not generally covered by their collective bargaining agreement. This will include discussions of security/safety issues, including those at satellite offices such as Aurora and Elgin, with the participation of employees, some of whom work at those offices.

The Committee shall be composed of four (4) members from the bargaining unit, one from each office (Aurora, Elgin, Tri-Cities) and one (1) from the Juvenile Justice Center (JJC), one (1) Union official (Local 330) or designee, two (2) members from the supervisory staff [one (1) Supervisor and one (1) Deputy], up to one (1) additional person to be designated by the Chief Judge on an as needed basis and any number of mutually agreed to guests, on an as needed basis.

The Committee shall meet on a regular basis and shall have no authority to alter or modify, in any way, the collective bargaining agreement but shall, however, explore, study and discuss matters of their relationship that are not covered by any written agreement between the parties.

Such discussions shall be conducted in an atmosphere that is informal, open and frank so as to seek out practical solutions to concerns of both parties that are not covered by the collective bargaining agreement.

The Committee shall select a Chairperson whose purpose shall be to (a) conduct timely meetings and coverage of topic matter as outlined in the Advance Notice of Agenda and (b) maintain an atmosphere and conduct of meetings that is informal and conducive to problem-solving discussion. The position of Chairperson may be alternately selected and held between the parties at each meeting.

The Committee shall choose one of the members of Management to function as its Secretary and to prepare minutes of the meeting. The Secretary shall record the Committee's discussions and recommended actions which are subject to the approval of both parties before becoming effective.

The Employer shall provide a meeting place for the Committee and shall allow up to one (1) hour of straight-time pay to compensate members for time spent at the meeting.

An Agenda shall be prepared and distributed by the Chairperson to the other members at least five (5)

working days prior to the meeting.

To further assist in the resolution of issues, the Employer will notify and provide to the Union copies of changes to the Procedure Manuals and of Directives from the Judiciary, Office Managers or Directors. In addition, the Union will be provided copies of staff meeting minutes and applicable memos which affect operations of the Court Services.

ARTICLE 13

DISCIPLINE

Termination and Disciplinary Action

The Employer shall not discharge or suspend any employee except for just cause. The Employer agrees to apply the principles of progressive discipline where applicable and hereby declares intent to utilize written reprimands, whenever possible and appropriate, prior to the use of suspension or discharge.

The requirement to utilize corrective written reprimands as referenced above shall not be held to apply to an offense which is severe or indicates some significant shortcoming which renders the employee's continuance in his position in some way detrimental to the Employer.

For discipline other than oral or written reprimands, before final notification to the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and will inform the employee of the reason for such contemplated disciplinary action, including, if appropriate, any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee. The employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. The Union will have up to three (3) days' notice prior to the pre-disciplinary meeting unless the severity of the offense

warrants otherwise. Where appropriate, reasonable extensions of time for rebuttal purposes will be allowed when requested.

Following the pre-disciplinary meeting, the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and, where applicable, direction to the employee for future behavior.

Disciplinary actions in excess of two (2) years, with no further violations, will not be considered as part of discipline and may not be used against the employee for any future discipline; provided however that reference to such discipline shall remain in the file.

Nothing in this contract precludes Court Services from adhering to and enforcing all state laws, federal laws, statutes and mandates that could result in the discipline or termination of any Court Services employees.

Prison Rape Elimination Act Provision

The parties agree that the employer is obligated under federal law to abide by the provisions of the Prison Rape Elimination Act (PREA) and that this shall take precedence over any term of this collective bargaining agreement, including, but not limited to, the investigatory process, contact with residents, and discipline.

The parties agree that in accordance with the following provision of the Act, this collective bargaining agreement shall not remove the employer's ability to remove alleged staff sexual abusers from contact with residents pending the outcome of an investigation or a determination of whether and to what extent discipline is warranted.

"115.366 Preservation of ability to protect residents from contact with abusers

- a) Neither the agency (employer) nor any other governmental entity responsible for collective bargaining on the agency's behalf shall enter into or renew any collective bargaining agreement or other agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with residents pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted."

Upon receiving an allegation against a staff member, the employer shall place the staff member on suspension without pay pending the conclusion of the investigation. If it is determined through the investigation that there is insufficient evidence to support a finding of a violation of the Act, the staff member shall be reinstated and given retroactive pay.

The parties agree that in accordance with the provisions of PREA there will be a zero tolerance toward all forms of sexual abuse and sexual harassment. Further, it is agreed that upon learning of an allegation of that a resident was sexually abused, the investigation and discipline will be conducted in accordance with those mandates set forth in PREA, as well as State and Federal law and these investigations shall not be subject to the grievance process.

ARTICLE 14

LEAVES OF ABSENCE

Eligibility Requirements

Employees shall be first eligible for leaves of absence after they have completed six (6) months of employment with the Employer.

Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to his immediate

supervisor at least ten (10) working days prior to the date of departure if at all possible. The request shall state the reason the leave of absence is being requested and the length of time off that the employee desires.

Authorization for a leave of absence must be in writing and must contain the signature of the employee's immediate supervisor.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, immediate family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence (defined as a leave not exceeding one (1) month) shall be answered within five (5) working days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) working days.

Failure to Return from Leave of Absence

Failure to return from leave of absence within five (5) days after the expiration date thereof may be cause for discharge. Unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within five (5) days after the expiration of the leave of absence.

Applicability of Law

The Employer will comply with the provisions of the Family and Medical Leave Act. Nothing contained in this agreement is intended to interfere with or impede the Employer in meeting its obligations under the Family and Medical Leave Act. Compliance with the time off provisions of the Family and Medical Leave Act will be determined in accordance with the policies in effect in Kane County. Employer will comply with all Federal, State and local laws.

Bereavement Leave

In the event of death of an employee's "immediate family" member, the employee will be allowed up to five (5) days with pay for time actually lost. Immediate family members are defined as including the employee's current step parents, children (step and adopted), father, mother, current spouse/civil union partner, brother (step and adopted), and sister (step and adopted). In the event of death of an employee's "extended family" member, the employee will be allowed up to three (3) days with pay for time actually lost. Extended family includes the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. Bereavement leave shall be granted for the death of in-laws of current spouse/civil union partner only. These days will not be deducted from sick pay. Employees must notify their immediate supervisors of the death, the employee's relationship to the deceased and the expected time of absence. If an employee wants any time off beyond the five (5) days or three (3) days, as outlined above, the employee must request approval from their department head. Any additional time off beyond the five (5) or three (3) days will be deducted from any accrued time the employee has available to use.

Maternity Leave

Maternity leave is allowed as part of the Family and Medical Leave Act (FMLA). Eligibility for time off, use of time banks for paid status, etc., is subject to the policies in effect in Kane County. It is the policy of Kane County that,

"During a family or medical leave provided under this policy, an employee must first exhaust all accrued paid leave available for use (e.g., vacation, sick and reserve bank time(s)) before continuing such leave on an unpaid basis, unless otherwise stated within a CBA."

Under the provisions of this CBA, and for Maternity Leaves only, the employer agrees that up to two (2) weeks of vacation time can be retained, not used during FMLA leave, by the employee, if they qualify for such time and have it available in their existing time banks. The vacation time can be used after their return to work in compliance with department and county policies on the use of vacation time and may not be "carried

over” past their anniversary date. It is the employee’s responsibility to consult with management and make arrangements for insurance premium payments and other relevant payments should this result in the employee being in unpaid status during their leave.

Sick Leave

Employees will be credited with seven (7) short-term sick leave days if they have completed twelve (12) months of continuous service as of December 1. If less than twelve (12) months of continuous service as of December 1 of the applicable year, the employee will be credited with sick leave at a rate of one and three-quarters (1.75) days for each remaining calendar quarter within that year once they have completed six (6) months of County employment.

Unused Short-Term Sick Leave/Carry-Over and Payment at Termination

Short-term sick leave will not accumulate from year to year. At the end of the fiscal year, all unused short-term sick leave for non-exempt employees will roll over into extended sick leave. Provided however, employees at their option, pursuant to procedures established by the Employer, will be permitted to cash in up to seven (7) unused short term sick days at the conclusion of each subsequent fiscal year. Upon termination, non-exempt employees will be paid for any unused short-term sick leave at the rate of one and three quarters (1.75) days for every quarter worked in the benefit year provided they give fourteen (14) calendar days' notice.

Extended Sick Leave Utilization

Unlike short-term sick leave, extended sick leave is intended to provide employees with protection during periods when the employee is under a doctor's care at home or is hospitalized. Extended sick leave is to be used during periods of personal injury, illness or maternity until IMRF disability benefits begin.

An employee may utilize extended sick leave for himself/herself prior to utilizing short-term

sick leave if the employee has a serious health condition and is under a doctor's care at home or in the hospital. A doctor's certification is required to support the request for extended sick leave.

Doctor's notes will be accepted electronically or by facsimile from the medical facility provided that the employee submit the original note upon their return to work for utilization of extended illness time, outside of request for leave of absence. Employees may be asked to submit an original note upon their return to work for utilization of extended illness time, outside of a request for leave of absence.

Employees may utilize up to two (2) days of extended sick leave without a doctor's note no more than once per fiscal year. These days (commonly referred to as "No-Note Days") are intended to provide employees with sick time when they are too ill to work, but not severe enough to visit a doctor. "No-Note Days" cannot be prescheduled and are only intended to be used when sick.

Employees may utilize up to five (5) days of extended sick leave to care for "immediate family" as defined under the Bereavement Leave section of this Article per fiscal year. A doctor's note is required for any use of extended illness for family members.

ARTICLE 15

GRIEVANCE PROCEDURE/ARBITRATION

Intent of Parties

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means of peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement.

Definition and Process

A grievance is defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or in the interpretation, application, performances, termination, or any alleged breach hereof. Performance appraisals are excluded from this grievance procedure. Disputes relating to performance appraisals shall be handled under the "Annual Evaluation" provision of this Agreement. Otherwise grievances shall be processed and disposed of in the following manner:

Step 1: Within a reasonable time, i.e., within five (5) working days of the occurrence giving rise to the grievance, or within (5) working days of the employee becoming aware of the occurrence giving rise to said grievance, the employee having the grievance shall take it up with his office supervisor. The grievance shall be reduced to writing (setting forth the alleged violations and relief sought), on the approved Grievance Form, which is attached as Appendix A, signed by the grievant and/or Union representative, and presented to the office supervisor. The Employer shall give its answer to the employee, and/or Union representative, within five (5) working days after the presentation of the grievance in Step 1.

Step 2: If the grievance is not resolved at Step 1, the Union shall have ten (10) working days after the Employer's answer to move the grievance to the next step. The Union and the Employer shall meet in an attempt to resolve the grievance prior to any further action being taken. The Employer shall give an answer to the employee, and Union representative, within five (5) working days of the conclusion of the Step 2 meeting.

Step 3: If the grievance is not resolved at Step 2, the Union shall have ten (10) working days after the Employer's answer to move the grievance to the next step. The grievance shall be presented to the Executive Director. The Union and the Employer shall meet in an attempt to resolve the grievance prior to any further action being taken. The Employer shall give an answer to the employee, and Union representative, within five (5) working days of the conclusion of the step 3 meeting.

Step 4: If the grievance is not resolved in Step 3, the Union shall have ten (10) working days after the

Employer's answer to move the grievance to the next step. The grievance shall be presented to the Chief Judge or his Designee. The Union will attempt to schedule a grievance meeting with the Chief Judge or his/her Designee and such meeting shall take place within fourteen (14) working days at a mutually agreeable time and place in order to resolve the grievance. A grievance presented in Step 4 shall be answered in writing by the Chief Judge, or his/her Designee, within five (5) working days after the conclusion of the grievance meeting or when the time limits for a meeting expire.

Step 5: If the grievance is not resolved, the Union may, within ten (10) days after receiving the answer in Step 4, elect to advance the grievance to Step 5. The Union, pursuant to the provisions of this Article may then elect to advance this grievance for final and binding resolution.

Employer's Failure to Respond

Failure on the part of the Employer and/or Chief Judge to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Waiver

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to this Article, i.e., if a grievance is not submitted or presented within the limits set forth above, it shall be considered "waived," unless otherwise mutually extended by the parties.

BINDING RESOLUTION OF GRIEVANCES

Referral to Arbitration

If the grievance is not settled in step 4, or no answer is given within the specified time, the Union may request by written notice to the Chief Judge, within five (5) working days after his receipt of the Step 4 answer, or after such answer was due, whichever occurs first, that his grievance be resolved by binding arbitration.

Arbitration

Within ten (10) working days after the receipt by the Chief Judge of the Union's request to proceed to Step 5 of the grievance procedure by electing final and binding resolution of the grievance by arbitration, the State or Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator. Once an Arbitrator has been selected, the Union and the Employer shall make good faith efforts to select the earliest hearing date offered by the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the cost of the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available to the arbitrator. If the other party desires a copy, it shall pay one-half (1/2) the transcription fee and the cost of duplicating its copy.

ARTICLE 16

JUVENILE JUSTICE CENTER

Hours of Work

This is intended to set forth the normal hours of work in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting the efficiency of Court

Services and from establishing the work schedules of employees. However, any such changes must be approved by the Chief Judge and discussed with the Union prior to implementation.

The shifts for the Juvenile Justice Center are forty (40) hour work weeks. The shift hours for the eight (8) hour shifts will be set forth as follows:

Days: 7:00a.m. - 3:00p.m.

Evenings: 3:00 p.m. - 11:00 p.m.

Nights: 11:00 p.m. - 7:00 a.m.

Juvenile Justice Center Youth Counselors will be working eight (8) hour or ten (10) hours shifts and forty (40) hours per week. Employees of the Juvenile Justice Center who work any hours between 11:00 p.m. and 7:00 a.m. shall be paid a differential increase of \$.75 per hour more for the actual time worked during the aforementioned hours. Management will make reasonable efforts to assign floating staff to the midnight shift on an equal basis, per the current scheduling practices.

Juvenile Justice Center switching of hours will be allowed under the following provisions:

- a) All switches must occur in the same week.
- b) Double shifts may be allowed up to twice per month for eight (8) hour shifts only.
- c) Requests must be submitted in writing or using the Juvenile Justice Center form with both parties signing.
- d) Requests submitted to supervisors within twenty-four (24) hours prior to the requested switch.
- e) Requests must be approved by a supervisor based on building needs.
- f) There will be no overtime paid for the switching of shifts or any other economic costs to the Department.

The Employer will attempt to give reasonable advance notice of shift changes. However, the parties

recognize that building needs, including but not limited to emergencies, sick calls, and staffing requirements, frequently require short advance notice.

Unless employees have selected a shift otherwise, the Employer will attempt to schedule staff in such a manner as to avoid turnarounds by exploring other reasonable alternatives prior to scheduling an employee to work twice in the same 24-hour period.

Work scheduling will be as follows:

- a) Schedules will be posted one (1) week in advance of implementation. Staff must submit time off requests at least two (2) weeks in advance of schedule implementation.
- b) The Employer will agree to make reasonable efforts not to schedule staff for more than seven (7) days in a row without mutual agreement by the Employer and the Employee.

Employees must use any available holiday time off within ninety (90) days from the last day under the current monthly schedule in which the holiday was earned. Provided, however, employees shall be allowed to reserve and use a maximum of one (1) unscheduled holiday in a calendar year to be used at the employee's discretion under the Employer's day off scheduling process.

The Employer will provide name tag identifications (IDs) to Juvenile Justice Center employees. In addition, employees will be permitted, in coordination with the Employer, to obtain identification badges at the employee's cost.

Overtime

Time and one-half (1-1/2) of the employee's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Overtime compensation shall apply to all work performed in excess of forty (40) hours in any workweek.

If the Employer determines that compensatory time off is to be used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1-1/2) hours compensatory time off for each hour of overtime work. If compensatory time off is used, it shall be by mutual agreement, but the taking of time off shall not be denied to an employee except in such cases where the Employer determines there is a legitimate operational need for such denial. In the event of emergencies, all reasonable efforts will be made to accommodate the employee's request to utilize accumulated compensatory time off. Requests for use of accumulated compensatory time, including whether such requests were granted or denied, and the rationale therefore, shall be maintained by the Employer. The Employer will make every reasonable effort to grant or deny compensatory time requests by the end of the employee's next regularly scheduled shift.

Earned compensatory time may not be accumulated in excess of forty (40) hours. Employees shall attempt to use their compensatory time as soon as possible after they have earned it. If, however, an employee's request to use said compensatory time is denied by the Employer, he/she may continue to carry such time for up to one (1) year. The employee may carry over into the next calendar year up to forty (40) compensatory hours. Said compensatory hours shall include both overtime and straight time compensatory hours.

Employees will be allowed to use accumulated compensatory time when late, once a month, up to fifteen (15) minutes with a supervisor's approval. Abuse of this provision will cause employee to be subject to disciplinary action in accordance with this Agreement, provided however, that up to three (3) such uses of accumulated compensatory time in a calendar year as described above in this paragraph, shall not be used as a basis for discipline.

Documentation

When the Department of Corrections or the Administrative Office of Illinois Courts provides

the Juvenile Justice Center with documentation that legally mandates changes to the work rules and/or policy and procedures, that documentation received from the Department of Corrections or Administrative Office of the Illinois Courts will be provided to the Union. Copies of all new policies implemented at the Juvenile Justice Center will be provided to the Union as well.

Safety Committee for the Juvenile Justice Center

A Juvenile Justice Center Safety Committee shall be established as follows:

- (a) One (1) Juvenile Justice Center Assistant Superintendent
- (b) One (1) Teamster Representative or Union Steward
- (c) Two (2) Youth Counselors (One chosen by JJC Administration)
- (d) Two (2) Juvenile Justice Center Supervisors (One chosen by Teamsters Union)

The Assistant Superintendent will chair the committee. The committee will meet on an as needed basis. Either management or an employee of the Juvenile Justice Center may request a meeting at any time.

The committee has no authority to change policy or procedure but will act as a fact finding, exploratory and an advisory group to the Superintendent. The Juvenile Justice Center will provide a meeting place for the committee. The meeting will be scheduled when the staff are working.

Employees are not allowed to leave the building, unless authorized by management, in order to maintain Prison Rape Elimination Act and Illinois Department of Juvenile Justice staffing to resident ratios. The employees shall be served meals no different in quality, quantity or menu than that served to youth. Outside food, other than lunches brought from home, shall not be consumed in the presence of the residents. Youth Counselors may consume food brought from home in the presence of residents during meal times.

ARTICLE 17

FIELD SERVICES

Hours of Work

This is intended to set forth the normal hours of work in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting the efficiency of Court Services and from establishing the work schedules of employees. However, any such changes must be approved by the Chief Judge and discussed with the Union prior to implementation.

The normal hours of work for Court Services employees consists of a five (5) days, Monday through Friday, thirty-seven and one-half (37.5) hour workweek. Court Services offices are expected to be open from 8:00 a.m. through 5:00 p.m. Court Services offices will maintain at least one late night per week in which the office will be open from 8:00 a.m. through 7:00 p.m. with a maximum of two late nights per week. Staff will work a minimum of 37.5 hours per week. A minimum of three (3) staff will either volunteer or be assigned on a rotating basis to maintain the office from the start time to the closing time of the office.

Due to the special nature of their work, employees working in departments such as SPS Probation, Drug Rehabilitation Court, Pretrial Services, and other Specialized Programs may be required to work hours other than those stated above.

Employees will be notified of these work schedules by the Departmental Directors. Modifications of the employee's work schedule must be approved by supervisor.

Employees may be provided with up to a one (1) hour unpaid lunch. It is expected that a lunch break is to be taken during any full shift worked, and that the lunch break does not occur at either the beginning or end of a shift.

Overtime

Time and one-half (1-1/2) of the employee's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

It is understood that work in excess of regular hours, except as provided below, shall be compensated through the use of "comp time" at the straight-time rate, with the approval of the Employer.

Overtime compensation shall apply to all work performed in excess of forty (40) hours in any workweek.

If the Employer determines that compensatory time off is to be used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1-1/2) hours compensatory time off for each hour of overtime work. If compensatory time off is used, it shall be by mutual agreement, but the taking of time off shall not be denied to an employee except in such cases where the Employer determines there is a legitimate operational need for such denial. In the event of emergencies, all reasonable efforts will be made to accommodate the employee's request to utilize accumulated compensatory time off. Requests for use of accumulated compensatory time, including whether such requests were granted or denied, and the rationale therefore, shall be maintained by the Employer. The Employer will make every reasonable effort to grant or deny compensatory time requests by the end of the employee's next regularly

scheduled shift.

Earned compensatory time may not be accumulated in excess of thirty-seven and one-half (37.5) hours. Employees shall attempt to use their compensatory time as soon as possible after they have earned it. If, however, an employee's request to use said compensatory time is denied by the Employer, he/she may continue to carry such time for up to one (1) year. The employee may carry over into the next calendar year up to thirty-seven and one-half (37.5) compensatory hours. Said compensatory hours shall include both overtime and straight time compensatory hours.

Employees will be allowed to use accumulated compensatory time when late, once a month, up to fifteen (15) minutes with a supervisor's approval. Abuse of this provision will cause employee to be subject to disciplinary action in accordance with this Agreement, provided however, that up to three (3) such uses of accumulated compensatory time in a calendar year as described above in this paragraph, shall not be used as a basis for discipline.

Documentation

When the Administrative Office of the Illinois Courts provides the Probation Department with documentation that legally mandates changes to the work rules and/or policy and procedures, that documentation received from the Administrative Office of the Illinois Courts will be provided to the Union. Copies of all new policies implemented in the Court Services Department will be provided to the Union as well.

ARTICLE 18

HOLIDAYS

An official list of paid holidays is determined annually by the Supreme Court and Chief Judge.

Holidays shall be those designated by the Illinois Supreme Court or the Chief Judge of the Sixteenth Judicial Circuit subject to the general administrative and supervisory authority of the Illinois Supreme Court.

With exception for emergencies, all eligible employees, as defined below, will be granted the day off based on their normal hours of work with regular hourly pay.

To qualify for holiday pay, an employee must be in paid status the day preceding and following the holiday.

All employees who work on a holiday shall receive another day off in lieu of holiday pay, in accordance with past practice.

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall use the holiday time in place of a vacation day.

ARTICLE 19

VACATIONS

All vacation earned during a year must be taken during the following year or it will be forfeited unless the carryover is specifically approved by the Employer. The allowance for carryover will be subject to the operational needs of the office and must be taken within ninety (90) days. Probation Staff will be allowed to carryover a maximum of thirty-seven and one-half (37.5) hours. Juvenile Justice Center Staff will be allowed to carryover a maximum of forty (40) hours. All staff will need to send a letter requesting the carryover, prior to the first day of the month of their anniversary date, to a Director for approval. Except as noted above, no vacation credit will be allowed to accrue from year to year.

As per current Kane County Personnel Policy handbook, vacation time is calculated from the first of

the month after one (1) year of continuous employment with the County. Each regular full-time and regular part-time employee is entitled to vacation with pay in accordance with the following schedule:

- a) Two (2) weeks- Upon completion of 12 months' continuous employment. Employees earn two (2) weeks' vacation each year in which 12 months of continuous employment completed, through the completion office (5) full years.
- b) Three (3) weeks- Upon completion of five (5) years of continuous employment.
- c) Four (4) weeks- Upon completion of twelve (12) years of continuous employment.
- d) Five (5) weeks – Upon completion of twenty (20) years of continuous employment.

ARTICLE 20

NO STRIKE – NO LOCKOUT

Strike Prohibited

No employee shall engage in any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer during the term of this Agreement.

Prohibition of Union Participation

The Union, its officers, agents, representatives and members, shall not in any way directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

Union Liability and Duty

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott or other

interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- a) Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
- b) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- c) Post notices at Union Bulletin Boards advising that it disapproves of such action and instructing employees to return to work immediately.

Discharge for Violation

The Employer may discharge or discipline any employee who violates this Article and the Union will not resort to the Grievance Procedures on such employee's behalf.

No Lockout

The Employer agrees that it will not lock out employees during the term of this Agreement.

Employer's Judicial Remedies

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 21

LIMITATIONS OF AGREEMENT

Judicial Powers

No provision in this Agreement which materially and adversely affects or interferes with the

exercise of the constitutional, statutory, or inherent judicial powers of the Judiciary or with the application of a rule or order of the Illinois Supreme Court may be enforced. During an emergency affecting the Court's business as reasonably determined by the Court, no provision in this Agreement which materially and adversely affects or interferes with the exercise of the constitutional, statutory, or inherent administrative powers of the Judiciary may be enforced, but the unenforceability of any such provision due to the emergency shall not cause loss of wages or economic benefit to the members of the bargaining unit. The Union may raise other issues stemming from the way the emergency was dealt with pursuant to this Agreement.

Saving Clause

If any Article of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article or portion thereof.

ARTICLE 22

SUBCONTRACTING

General Policy

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of economy, improved work product or emergency.

Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall

subcontracting of work in a bargaining unit are, when such change amounts to a significant deviation from past practice resulting in loss of work of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in consideration over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

Prior to subcontracting of bargaining unit work, the Employer, the Union, and the proposed subcontractor shall meet to discuss the employment of employee's subject to layoff. The Employer will request that the subcontractor hire laid-off employees.

ARTICLE 23

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifyingly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 24

WAGES AND EVALUATIONS

Wages

The wage rates in effect during the term of this agreement are as follows:

Effective December 1, 2020:

- Existing staff will receive a 3.00% wage increase (retroactive to December 1, 2020)

Effective December 1, 2021:

- Existing staff will receive a 3.00% wage increase effective December 1, 2021

The employer acknowledges that members of the collective bargaining unit may seek through negotiation any form of wage increase it deems fair upon expiration of the collective bargaining agreement. The members of the collective bargaining unit retain the right to strike in accordance with the law and this agreement, in support of its bargaining demands.

Starting Pay for New Hires Effective December 1, 2020: \$21.77/hour

Starting Pay for New Hires Effective December 1, 2021: \$22.21/hour

Transfer to Another Position Within Department

Any employee who wishes to transfer to another position within the Court Services Department will transfer at their current hourly rate of pay. These employees will receive the annual wage increase set forth in this collective bargaining agreement.

Senior Probation Officer/Senior Youth Counselor Stipend

Senior Probation Officers and Senior Youth Counselors stipends for those officers designated as Senior Probation Officers or Senior Youth Counselors will remain at \$250.00 per month. The selection process for these officers would be as delineated in the "Career Path Policy" document. No staff can be "forced" into the position, but must voluntarily apply for the position. The Union can appoint one ex-officio member from the bargaining unit to participate on the Career Path Review Panel. The ex-officio member has no voting rights. The Union agrees to provide the Employer with 5 candidates from which the Employer will select a candidate to function in the ex-officio position.

Furloughs will not be implemented for bargaining unit members during the term of this agreement

unless mutually agreed otherwise.

Evaluations

Annual Evaluations:

- a) Staff will receive the self-evaluation form from an Administrative Assistant forty-five (45) business days prior to their annual evaluation.
- b) An initial evaluation meeting will be scheduled to discuss the self-evaluation and review evaluation materials.
- c) The Supervisor(s) will complete the written evaluation, utilizing input from the evaluation meeting.
- d) The Supervisor(s) will schedule a meeting with the staff to review the completed written evaluation and provide a copy to the employee. Supervisors will provide staff with a written evaluation within ninety (90) days of their respective anniversary/unit start date.
- e) Staff shall have five (5) working days to return any comments and other materials and any written request for reconsideration along with the signed evaluation to their Supervisor(s).
- f) The Supervisor(s) shall schedule a meeting with the staff within five (5) working days upon receipt of the staff's response in step "e" for the purpose of considering written input from the staff. The Supervisor(s) will provide documentation, if applicable, to support the scores of the evaluation at the meeting. The results of this consideration may be:
 - Increase
 - Decrease, or
 - Score remains the same
- g) The Supervisor(s) shall provide the staff, in writing with a response including score changes, if any, and in what sections within five (5) days of the meeting.
- h) If the staff member continues to object to the evaluation the staff shall within five (5) days of the receipt of the written response from the Supervisor(s) shall submit a response to a Director. The

Director shall within five (5) days of receipt of the request of the staff, schedule a meeting with the staff and the Supervisor(s) to discuss the evaluation. The Director shall within five (5) days of the meeting, respond in writing to the staff, a final determination of the scoring of the evaluation.

- i) All time frames referenced in this article may be extended by mutual agreement of the employer and employee.
- j) The final determination made by the employer under this article is not subject to the grievance procedure.

ARTICLE 25

AUTOMOBILE USAGE

The Employer will pay for the current IRS rate for work-related personal car usage.

ARTICLE 26

TERM AND SIGNATURE

Term of Agreement

This Agreement shall remain in full force and effect until November 30, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred and twenty (120) days or less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Grievances are continuing for a new Agreement or part thereof between the parties.

Wages in effect at the expiration of the agreement will remain in effect until a new agreement is reached.

Procedure on Notice of Termination

The parties agree that if either side decides to reopen negotiations upon termination, making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and not more than one hundred and twenty (120) days prior to the expiration of this Agreement or extension thereof. In the event such notice to negotiate is given, then the parties shall meet no later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

FOR THE EMPLOYER:

T. Clint Hull
Signature

T. Clint Hull
Print Name

Chief Judge, 16th Circuit
Title

Date: 6/24/21

FOR THE UNION:

Domine Romanazzi
Signature

DOMINIC ROMANAZZI
Print Name

PRESIDENT
Title

Date: 6/24/21

APPENDIX A

GRIEVANCE

Employee's Information:

Name: _____ Home Phone: _____

Date: _____ Time of Report: _____

Company Information

Company: _____ Work Phone: _____

Address: _____ Direct Supervisor: _____

Section of Contract or Company Policy/Procedure Violated:

Nature of Grievance:

Settlement Request:

Signed: _____

Dated: _____

Page: _____ of _____

APPENDIX B

16th Judicial Circuit Court Services Drug-Free Workplace Policy

Policy Purpose and Goal

The 16th Judicial Circuit Court Services (the Employer) is committed to protecting the safety, health and well-being of all employees and other individuals in the workplace. Court Services recognizes that alcohol abuse and illegal drug use pose a significant threat to Court Service's goals. Court Services has established a drug-free workplace program that balances respect for individuals with the need to maintain an alcohol and drug-free environment.

Court Services encourages employees to voluntarily seek help with drug and alcohol abuse.

Covered Workers (Employees)

Any individual who conducts business for Court Services, is applying for a position, or is conducting business on Employer property is covered by the drug-free workplace policy. The policy includes, but is not limited to managers, supervisors, full-time employees, part-time employees, contractors, interns, volunteers and applicants.

Applicability

The drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for Court Services.

Prohibited Behavior

It is a violation of the drug-free workplace policy to use, possess, sell, trade, distribute, manufacture, dispense, and/or offer for sale alcohol, illegal drugs or intoxicants during the course of the workday. Unlawful use of drugs as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline up to and including discharge.

It is a violation of the drug-free workplace policy to consume or possess unsealed alcohol at any time during the workday, or anywhere on the Employer's premises or work sites, buildings or properties or any vehicle owned by the Employer or any vehicle not owned by the employer but while being used in service to the Employer.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications (including medical marijuana; please see citation below) will be responsible for consulting with the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public or interfere with the employee's performance of his or her job duties, it is the employee's responsibility to use appropriate personnel procedures (e.g. call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices. Upon reporting to work or taking medication, an employee must immediately report to management the use of medication likely to impair the employee's ability to do his or her job duties.

[Medical Marijuana Act, 410 ILCS 130/30(a) (9) (effective 1/1/2014), "Limitations and Penalties. (a) This Act does not permit any person to engage in, and does not prevent the imposition of any civil, criminal, or other penalties for engaging in, the following conduct: (9) The use of medical cannabis by an active duty law enforcement officer, correctional officer, correctional probation officer, or firefighter...."]

The illegal or unauthorized use, possession, sale, distribution, manufacturing, or dispensing of prescription drugs is prohibited. It is a violation of the drug-free workplace policy to intentionally misuse and/or abuse prescription medications.

If an employee is convicted of a criminal drug statute violation, the employee shall notify his or her immediate supervisor of the conviction in writing, with a copy of the disposition attached, no later than two (2) working days after the conviction, unless the conviction has been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act.

Searches

Entering the Employer's property constitutes consent to searches and inspections. As it is expected that all property used to conduct business is county property, it is expected that searches can be made of any county office, common space, work spaces, computers, equipment or desk areas at any time. However, in cases where there staff use lockers with personal locks attached, use their personal cars to conduct home visits or have personal items such as purses or brief cases, then those items can only be searched with a member of law enforcement present. If a member of law enforcement needs to be present, the employee will be informed of the search so that they may be present also when the search is conducted. If the employee fails to attend the search (such as that of an abandoned locker) this will not preclude the search from occurring. No searches are to be conducted without the approval of the Executive Director or Court Administrator.

Drug Testing

To ensure the accuracy and fairness of the drug testing program, all testing will be conducted according to the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test, a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. The employee will be placed on paid administrative leave pending the test results.

All drug-testing information will be maintained in separate confidential records.

Each potential employee (applicant) may be required to participate in pre-employment testing as a condition of employment following a job offer. The applicant may begin work before the test results are returned, but the new hire will be subject to immediate termination of employment if there is a positive test result.

Employees must submit to reasonable suspicion testing (also referred to as "probable-cause" testing) upon selection or request of management. Reasonable suspicion testing may be based upon, among other things:

1. Observable phenomena, such as direct observation of alcohol or drug use or possession and/or physical symptoms of being under the influence of alcohol or drug;

2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
4. Information provided by reliable and credible sources (identified by type. e.g. "law enforcement agency", etc.), or independently corroborated;

Authorization for such a test must come from the Executive Director, Court Administrator or other designee as appointed by the Chief Judge. At the time an employee is directed to submit to reasonable suspicion testing, the Employer will provide the employee with oral notice briefly outlining the reasonable suspicion leading to the request. At least two supervisory personnel must state their reasonable suspicions concerning an affected employee prior to any direction to submit the employee to testing. The supervisory personnel must document observable signs and symptoms that lead to the suspicion of alcohol or drug use or drug free workplace policy violation. Once directed to do so, the employee will be transported by two supervisors, when available or other management personnel to the required location during their regular shift but no later than two (2) hours from the time notice is received. The employee must show photo identification to the testing agency upon arrival to verify their identity prior to testing. Within 72 hours of the time an employee is ordered to submit to testing, the Employer shall provide the employee and the Union with a written notice setting forth the facts and inferences which form the basis of the order to test.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP) and Alcohol.

Testing for alcohol will be performed on site through the use of a Breathalyzer. The testing will be performed by a supervisor and witnessed by a union representative, if requested and available, and if not requested or available, by a second supervisor or other management personnel. Anyone testing above .04 will be considered "under the influence" and not fit for duty. The employee is to be requested to accept the result in writing or must report to the Sheriff's office to be breathalyzer. (Note: The foregoing standard shall not preclude the Employer from attempt to show that test results between .02 and .04 demonstrate that the employee was under the influence, but the Employer shall bear the burden of proof in such cases)

Testing the presence of the metabolites of drugs will be conducted off site by the analysis of urine.

In cases where an applicant or employee receives a negative-dilute test result, the individual will be required to re-take the test. If there is a second negative-dilute test result, it will be accepted as a negative test result.

In cases where an employee is notified of a positive drug test, the employee will be removed from duty for up to 72 hours. The employee may request that the second sample of the split sample be tested, at the employee's own expense. If the results of the second sample come back as negative, the employer will reimburse the employee for the cost of the test. Such test shall be considered negative and it would be the final test.

Consequences

One of the goals of the drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

An applicant testing positive for illegal drugs during the employment process will have the offer of employment withdrawn and will not be considered for employment in the future.

If an employee violates the policy, he or she may be subject to disciplinary action up to and including immediate termination from employment. If an employee who has tested positive is not immediately terminated, the employer, in its sole discretion, reserves the right to offer the employee participation in approved alcohol rehabilitation or drug abuse assistance program, at the employee's cost over and above any insurance coverage, as an alternative to, or in conjunction with disciplinary action. If such a program is offered and accepted by the employee, then the employee must satisfactorily complete the program as a condition of continued employment and may be subject to periodic random testing over a set period of time, up to 12 months, following his or her return to work.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Assistance

Court Services recognizes that alcohol and drug abuse and addiction are treatable illnesses. Early intervention and support improve the success of rehabilitation. To support employees, the drug-free workplace policy:

Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

Offers all employees and their family member's assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the Employer through the drug-free workplace program will remain confidential according to applicable state and federal laws. Access to this information is limited to those who have legitimate need to know in compliance with relevant laws, court orders and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and the Employer have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on-duty or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their Supervisor.

It is the supervisors' and managers' responsibility to:

- Inform employees of the drug-free workplace policy. Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance. Counsel employees as to expected performance improvement. Refer employees to the Employee Assistance Program.
- Clearly state consequences of policy violations.

Communication

Communicating the drug-free workplace policy to both supervisors and employees is critical to success. To ensure all employees are aware of their role in supporting the drug-free work place program:

All employees will receive a written copy of the policy.

The policy will be reviewed in orientation sessions with new employees.

WITHDRAWAL CARD

If you leave your present employment for whatever reason, be sure to report to the Union office to obtain a WITHDRAWAL CARD. Your dues must be paid through the month in which the withdrawal card is taken.

There is no cost for the WITHDRAWAL CARD.

You are obligated to pay dues to Local 330 until you obtain a WITHDRAWAL CARD. Most employers do not deduct dues from employee's paychecks covering periods of leave, including but not limited to, sick leave, vacation periods and periods covered by Workman's Compensation. Remember, it is your responsibility to be certain that you are current in your dues.

Any members three (3) months in arrears in dues shall automatically stand suspended at the end of the third (3rd) month.